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Letter dated 10 November 2000 from the Chargé d'affaires a.i. of the Permanent Mission of Solomon Islands to the United Nations addressed to the President of the Security Council

I have the honour to forward herewith a copy of the Townsville Peace Agreement concluded on 15 October 2000 in Townsville, Australia, between the warring factions in the Solomon Islands and the Solomon Islands Government (see annex).

I should be grateful if you could kindly arrange for the circulation of the Peace Agreement as a document of the Security Council.

(*Signed*) Jeremiah **Manele**
Chargé d'affaires a.i.
Solomon Islands Mission to the United Nations

00-74195 (E) 101100

Annex to the letter dated 10 November 2000 from the Chargé d'affaires a.i. of the Permanent Mission of Solomon Islands to the United Nations addressed to the President of the Security Council

DATED THE FIFTEENTH DAY OF OCTOBER 2000

SOLOMON ISLANDS GOVERNMENT

THE TOWNSVILLE PEACE AGREEMENT

AN AGREEMENT for the cessation of hostilities between the Malaita Eagle Force and the Isatabu Freedom Movement

and for the restoration of peace and ethnic harmony in Solomon Islands.

THIS AGREEMENT is made the fifteenth day of October 2000

BETWEEN: THE MALAITA EAGLE FORCE ("MEF") of Malaita Province of the First Part;

AND: THE ISATABU FREEDOM MOVEMENT ("IFM") of Guadalcanal of the Second Part;

AND: THE SOLOMON ISLANDS GOVERNMENT ("SIG") of the Third Part;

AND: THE MALAITA PROVINCIAL GOVERNMENT ("MPG") of the Fourth Part; and

AND: THE GUADALCANAL PROVINCIAL GOVERNMENT ("GPG") of the Fifth Part:

Preamble

WHEREAS since late April 1998, armed groups of Guadalcanal youths, angry about perceived government inaction in addressing their people's grievances (which dated back to 1988 through peaceful demonstration) engaged in activities which resulted in the forceful eviction from Guadalcanal of settlers from other islands, especially Malaita settlers, and the displacement of approximately 20,000 Malaitans;

AND WHEREAS in acknowledging the ill-effects the above-referred activities had on the society, well-being of the persons affected and the economy of the country the SIG attempted to resolve the crisis by peaceful negotiations with the assistance of the Commonwealth Secretariat, which sent two envoys to Solomon Islands:

AND WHEREAS in pursuit of the quest for peaceful resolution of the crisis, the SIG facilitated and secured the signing of the following main agreements -

(a) The Honiara Peace Accord dated 28 June, 1999; and

(b) The Panatina Agreement 12th August 1999

(c) The Marau Communiqué dated 15 July, 1999

(d) Memorandum of Understanding between SIG and GPG, 13th June 1999

(e) Buala Peace Communique 5 May 2000

(f) Auki Communique 12 May 2000

AND WHEREAS following the continued activities of the Guadalcanal Youths, which by then came to be publicly known as the Isatabu Freedom Movement ('IFM') and the inability or delay on the part of the then Government to resolve the outstanding grievances and demands of the displaced Malaitans, the Malaita Eagle Force (hereinafter referred to as the 'MEF') took up arms in January 2000, after raiding the Auki Police Station Armoury.

AND WHEREAS there followed skirmishes between the MEF and the IFM and an increase in criminal activities in Honiara, which culminated in the members of the PFF and RRU joining forces with MEF to form up the MEF/Para-military Joint Operation, which on 5th June 2000 took control of the Government Armoury in Rove, Honiara.

AND WHEREAS upon taking control of the said Armoury, the MEF/Para-military Joint Operation declared war against the IFM and placed the then Prime Minister, Hon. Bartholomew Ulufa'alu under house arrest which subsequently led to his resignation on 28 June, 2000 and to the coming into office of the present Government.

AND WHEREAS the SIG in its continuing search for a peaceful resolution to the on-going ethnic unrest and hostilities between the IFM and MEF successfully negotiated a Cease-fire Agreement between the two warring groups on the 2nd day of August, 2000:

AND WHEREAS in terms of the Cease-fire Agreement it is stipulated that peace negotiations should commence within seven days from the date of execution of the said Agreement and be concluded wherein ninety days thereafter.

AND WHEREAS in compliance with the said Cease-fire Agreement, peace negotiations commenced on schedule and was adjourned on the 3rd day of September, 2000 to be recommenced at a later date on satisfactory completion of the identification of common issues and issues that may require further negotiation:

AND WHEREAS Marau people of Malaitan origin also subsequently became victims of the ethnic unrest on Guadalcanal desire that the issues facing the people of Marau be also addressed together with the issues to be discussed and negotiated in the search for lasting peace:

AND WHEREAS the parties after continued negotiations in their search for and desire to find the most appropriate solution for lasting peace in Solomon islands resolved on this 15th day of October, 2000 in the City of Townville in Australia as follows -

PART ONE

PRELIMINARY MATTERS

[1] Territorial Scope of the Agreement

This Agreement shall apply to Malaita and Guadalcanal Provinces including Honiara and shall bind all the Parties hereto including any future government of Solomon Islands.

[2] Representational Mandate

Persons who have been appointed as spokesmen or delegation leaders of the parties hereto are deemed to have obtained and have been given full representational mandate by the groups they represent for the purpose of negotiating, concluding and executing this Agreement.

PART TWO

NATIONAL SECURITY AND WAR CLAIMS

[1] Engagement of Disciplined Force Members in Militant Groups

(a) Members of the disciplined force ("Officers") who assisted both the MEF and the IFM may, subject to the powers of appointment vested in the Police and Prison Services Commission, continue to serve in the Royal Solomon Islands Police Constabulary or the Paramilitary Force.

(b) The Officers shall assist the SIG and the people of Solomon Islands in improving and promoting law and order throughout the country in particular in the area of community policing and, subject to existing legal and administrative requirements, to be posted to their respective provinces.

[2] Restructure of the Police Force

The SIG undertakes to continue the process of restructuring the Police Force as proposed by the recent Police Strategic review, taking into account the need for fair or equal provincial representation in the National Police Force.

[3] Amnesty

(1) Weapons Amnesty

Members of the MEF and IFM who are currently in possession of weapons shall surrender the same in accordance with paragraph [4] of this Part and in consideration of handing over any such weapon the person so doing shall be granted immunity from prosecution in respect of the stealing or

possession of that weapon (or any of a similar kind) at any date after the 1st January, 1998 up to the date of this Agreement and the SIG undertakes to do all things necessary, including passing legislation to give full legal effect to this provision.

(2) General Amnesty

Members, leaders and other civilian advisors associated with the MEF, IFM, and any Police, Prison Service or RRU or PFF officers who participated in military operations during the course of the ethnic crisis up until the date of execution of this Agreement shall, subject to such conditions as shall be contained in an Act of Parliament, be granted amnesty or immunity in respect of criminal acts done -

(a) in connection or in association with the forceful eviction from the Province of Guadalcanal of certain persons in furtherance of the demands of the indigenous people of Guadalcanal;

(b) by Malaitans, including members of the MEF, in retaliation against the forceful evictions of Malaitans from Guadalcanal;

(c) in the execution or purported execution of the para-military operation conducted on the 5th day of June 2000, and the joint/para-military security operations carried on

thereafter until the date of the coming into operation of this Agreement;

(d) The amnesty or immunity referred to in this clause, shall inter-alia be on condition that:-

(i) all weapons and ammunition presently in possession of the two groups be surrendered; and

(ii) In this clause "criminal acts" means unlawful acts which are directly connected with matters specified in paragraphs (a), (b) and (c) and in particular –

(a) offences relating to arms and ammunition;

(b) killing in combat conditions or in connection with the armed conflict on Guadalcanal;

(c) damage done to properties during or in connection with the military operations; and

(d) traffic offences committed during or in connection with security operations.

(3) Civil Liabilities

Members of the MEF, IFM, the Officers and their associates and advisers shall be granted immunity and amnesty against civil liabilities and

disciplinary actions arising in connection with the armed conflict on Guadalcanal.

(4) Remaining in Unlawful Possession

For avoidance of doubt it is hereby declared that any person who unlawfully possesses, uses, controls or in whose custody is found, any firearms and ammunition or identifiable stolen property and who after the period described in Part Two, clause [3] (b) refuses or fails to surrender the same in accordance with the terms of this Agreement shall not be granted amnesty or immunity for any offence whatsoever.

(5) DELETED CLAUSE IN FINAL AGREEMENT

(6) BLANK SPACE APPEARS HERE ON FINAL DOCUMENT

(7) Surrender of Weapons and Property

(a) Subject to this clause, there shall be surrender of arms and ammunitions ("weapons") in return for granting of amnesty.

(b) Within thirty days after the execution of this Agreement all weapons in the hands of the MEF, IFM and the Officers shall be handed over to their selected commanders who will then place the weapons under the control of the International Peace Monitoring Team (IPMT) at such places as it may determine in consultation with the SIG, MPG and the GPG.

(c) All surrendered weapons shall -

(i) In respect of the MEF weapons to be stored in Auki, Malaita Province and;

(ii) In respect of the IFM weapons to be stored at not more than four locations on Guadalcanal; and

(iii) be inspected by a neutral weapons inspection team to be appointed by the SIG.

(d) The IPMT shall carry out an inventory of all surrendered weapons which shall be stored in tamper-evident containers.

(e) Inspections of surrendered weapons shall be carried out by the IPMT at such intervals as it may decide.

(f) Surrendered weapons shall remain under the control and supervision of the IPMT for twenty-four months

(g) Before the expiration of twenty-four months following the execution of this Agreement a review shall be carried out by a committee consisting of persons appointed by the SIG, after consultations with provincial governments, on the security situation throughout Solomon Islands. Upon being satisfied that there is improved state of ethnic co-existence in Solomon Islands all surrendered weapons shall be armoury or be disposed of in such manner as may be determined by the SIG.

(h) all property appropriated by members of the MEF, IFM or Officers prior to the date of execution of this Agreement shall be surrendered within thirty days to locations to be identified by the SIG.

[5] Rehabilitation of Militants

(a) Within thirty days from the date of execution of this Agreement all MEF and IFM soldiers shall be repatriated to their home villages at cost to the Government.

(b) For members of the MEF home villages shall be their villages in Malaita Province; and

(c) For the IFM home villages shall be their villages on Guadalcanal.

(d) Within three months after repatriation of soldiers the SIG shall take measures to-

(i) launch public works programs to engage the services of MEF and IFM soldiers in their respective Provinces; and

(ii) provide, through accredited Non-Government Organizations, counseling services for returning soldiers as well as for their families and close associates.

[6] Free Movement of People and Services

Upon the execution of this agreement the parties hereto shall ensure that there is free movement and flow of people, food, fuel and other serv s throughout Solomon Islands, including Guadalcanal.

[7] De-militarization

(a) Within 30 days after the execution of this Agreement the parties shall demilitarize Guadalcanal and other Provinces by ensuring that -

(i) all roadblocks, bunkers and military camps are dismantled or removed;

(ii) all weapons are deposited and dealt with as herein provided ;

(iii) camouflaged clothing and military uniforms are prohibited from all urban centres and villages;

(iv) importation, manufacture, use, sale and purchase of arms and ammunitions to be suspended for at least 36 months;

Provided that subparagraphs (iii) and (iv) herein shall not apply to acquisition by the SIG of arms for use for the purpose of national defence or national security;

(v) there is a general ban on sale of toy-guns and other miniature military items or gimmicks throughout Solomon Islands; and

(vi) As soon as practicable after the date hereof the SIG will exercise its statutory powers to recall all licensed firearms within Honiara, Guadalcanal and Malaita provinces.

(b) Where any of the terms of sub-clauses (iii) to (v) of clause (a) herein require legislative

enactment, the SIG shall present to Parliament a Bill for such legislation within six months from the date of this Agreement.

(c) The period of 30 days stated in sub paragraph (a) of this part may be extended only with the consent of all parties hereto.

PART THREE

LOSS OF LIVES AND PROPERTY

[1] Identification of Remains of Missing persons

(a) Within ninety days from the date of execution of this Agreement both the IFM and MEF shall locate, identify and allow remains of any persons known to be killed during the course of the crisis to be retrieved by their relatives.

(b) Custom means of reconciliation and compensation may be agreed to between concerned persons and communities in connection with killing of persons during the course of the crisis.

[2] Claims for lost and damaged property

The SIG shall make all efforts to secure assistance from its development partners to assist persons who suffered loss or damage to property on Guadalcanal including those who lost-

(a) employment as the direct result of the crisis on Guadalcanal;

(b) businesses or investments; and

(c) personal property

PART FOUR

POLITICAL AND SOCIO-ECONOMIC ISSUES

[1] Political Issues

(a) Malaita and Guadalcanal Provinces shall be given more autonomy by devolution or by constitutional amendment to effect self-governing status in order to allow the people of Malaita and Guadalcanal to look after their own affairs and to provide for the needs of their growing population.

(b) Within twenty eight days from the date of execution of this Agreement or at a latter date as may be agreed to amongst the parties hereto, the SIG shall establish a Constitutional Council to rewrite the Constitution which will provide for more autonomy to provinces, taking into account such recommendations as may be made by the committees currently reviewing the provincial government system and also noting the exclusive powers of Parliament to legislate on such matters.

(c) The Prime Minister shall appoint members of the Constitutional Council after consultation with all provincial governments.

[2] Financial and Economic Assistance

(a) Within twelve months, the SIG shall enter into negotiations with the MPG for the purpose of

providing appropriate development assistance to the MPG in recognition of the forced influx into the Province of more than 20,000 people

(b) The National Provident Fund ("NPF") shall be decentralized to allow for superannuation contributions of Malaitans made in pursuance of the National Provident Fund Act to be paid to a new Malaita Provident Fund.

(c) Amendment to the NPF Act shall be made within six months from the date of execution of this Agreement to allow for the restructure of the NPF.

(d) The SIG, GPG and MPG shall negotiate a Memorandum of Understanding in respect of development incentives for the two provinces including SIG loans and grants.

[3] Land and Property Claims

(a) The SIG undertakes to appoint a commission of inquiry under the Commission of Inquiries Act after consulting MPG and GPG to inquire into acquisition of land on Guadalcanal by non-Guadalcanal persons with a view to making findings and recommendations on the validity of land transactions prior to 1st October 1998.

(b) Until the Commission of Inquiry submits its findings and recommendations, land previously acquired and occupied by non-Guadalcanal persons shall not be occupied, developed, sold or disposed of.

(c) The terms of reference for the Commission of Inquiry shall be drawn up by the Minister responsible in consultation with the Guadalcanal and Malaita Provincial Governments;

(d) Without prejudice to the above, matters of land occupation and title may come within the jurisdiction of the province or state in which the land is situated. Upon establishing jurisdiction over land by Guadalcanal provincial or state government, a fair and just process will be established to assess the legality of claims over land. Until this legislative power is approved by Parliament, a moratorium on all transactions concerning Guadalcanal land shall be in place to maintain the peace.

[4] Social Services

The SIG shall immediately take steps to improve the capacity of health and educational services in Malaita and Guadalcanal provinces.

[5] Infrastructure Projects

(a) The following five projects shall be included in the Memorandum of Understanding referred to in Paragraph 2 (d) of Part Four

(i) the Suava Bay Fisheries Centre;

(ii) the Wairokai Industrial Sea Port;

(iii) an International Airport

(iv) the South Road Construction; and

(v) the Leili Island Tourism Site Development and Marketing.

(b) As part of the preliminary phase of the implementation of the projects herein the MPG shall organize a trade and investment mission from Malaita in conjunction with the SIG to tour selected Asian economies in order to market the island as a potential investment destination.

(c) All other political and socio-economic issues presently facing all provinces as a result of the displacement of Malaitans from Guadalcanal shall be addressed by the National Government within a time frame to be agreed by the SIG and the MPG.

(d) The bona-fide demands of the people of Guadalcanal agreed to and the positions reached at the meeting held on 18/2/2000 shall be given effect to within a time frame to be agreed by the SIG and the GPG. The GPG may negotiate an infrastructure development program with the SIG through a Memorandum of Understanding covering:-

(i) Aola - Marau road

(ii) Marau - Kuma road

(iii) Guadalcanal cross-island road

(iv) Lambi - Tangarare road

(v) Wharves at Marau, Tetere, Variana and Aola_

(e) Any MOU entered into in pursuance of this Agreement shall be deemed to form part of this Agreement.

PART FIVE

RECONCILIATION

[1] Face-Face Dialogue

(a) In order for reconciliation to be meaningful various parties to the conflict shall be allowed to involve themselves in face-to-face dialogue - at community, village, family, individual and organizational levels.

(b) Following reconciliation ceremonies there shall be public display of forgiveness and confession to be organized by the SIG.

[2] Peace and Reconciliation Committee

(a) A Peace and Reconciliation Committee (PRC) with terms of reference and membership to be determined by the relevant Minister shall be established after consultation with the Parties to programme and coordinate efforts to achieve full community-based reconciliation and forgiveness throughout Solomon Islands.

(b) The PRC shall be constituted within sixty days from the date of execution of this Agreement.

PART SIX

PEACE MONITORING

[1] Peace Monitoring Council

(a) Subject to this clause there is hereby established a Peace Monitoring Council to monitor, report on and enforce the terms of this Agreement.

(b) Members of the PMC shall be appointed by the Minister after consultation with Parties to this Agreement and may include representatives of States participating in the peace monitoring.

(c) The PMC shall be constituted within 14 days from the date of execution of this Agreement. Its terms of reference are set out in Annexure II

[2] Chairmanship

The Chairman of the PMC shall be appointed by the Minister and shall have an office and a secretariat.

[3] PMC Expenses

All expenses of the PMC incurred in the discharge of its functions, shall be paid by the SIG.

[4] As soon as practicable an International Peace Monitoring Team shall be engaged to assist the Peace Monitoring Council in the discharge of its functions. In consultation with the parties, the SIG will facilitate their deployment. The Mandate and Terms of Reference of the International Peace Monitoring Teams are contained in Annexure 1.

[5] Where in pursuance of the provisions above, a peace monitoring team is present in Solomon Islands, such members shall without hindrance from any of the Parties to this Agreement be permitted to discharge or

assist the Peace Monitoring Council in the execution of its duties.

PART SEVEN

IMPLEMENTATION AND COSTS

[1] Time of the Essence

Where this Agreement requires any party to perform an obligation or to take action within a specified time period, time is deemed to be of the essence.

[2] Consultations

(1) Where the implementation of any clause of this Agreement is delayed or is likely to be delayed by reasons beyond the control of the parties the party which is required to implement such clause shall, as soon as practicable, give notice to the other parties stating -

(i) the reason for the delay or likely delay

(ii) the time period which the delay is likely to take; and

(iii) measures which are to be taken to prevent further delay

(a) In order to effectively carry out and implement the terms of this Agreement the Parties shall consult on regular basis.

(b) Where, through change of circumstances beyond the control of the parties, the implementation of

any term of this Agreement requires further negotiations, discussions or consultations the party responsible for implementing the term shall give notice to the PMC stating -

(i) the circumstances giving rise to the difficulties in implementation; and

(ii) the terms for re-negotiation.

[4] Costs

The SIG shall be responsible for the parties' reasonable costs incurred in relation to the making and implementation of this Agreement.

PART EIGHT

DECLARATION FOR PEACE AND HARMONY

[1] Declaration

The Parties to this Agreement **HEREBY DECLARE** that they **RENOUNCE, DEPLORE AND DO SOLEMNLY GIVE UP** violence and the use of armed force **AND UNDERTAKE** to settle their differences through consultation and peaceful negotiation and **CONFIRM** their respect for human rights and the rule of law and shall, and as a demonstration of the same: -

(a) take all steps within their means and capacities to prevent, remove and eliminate any case of ethnically rooted uprising, complaints, demands and organizations from their province or communities;

(b) take active steps to encourage and promote harmonious ethnic relations amongst their people through -

(i) allowing the free and unhindered exercise of the right to freedom of movement, subject only to the limitations stipulated under existing law;

(ii) inter-Provincial trade and investments;

(iii) acquisition of property of whatever nature; and

(c) Prevention of discrimination in employment based on ethnic or provincial origin.

PART NINE: MISCELLANEOUS

SAVINGS AND OTHER PROVISIONS

1. Cease-fire Agreement Superseded

Subject to clause 2 of this Part, the Cease-fire Agreement entered into amongst the MEF, IFM and the SIG on the 2nd day of August, 2000 is superseded by this Agreement and the Areas of Influence ("AOI") established thereunder shall cease to exist.

2. Savings

Nothing done or being done in pursuance of the terms of the superseded Cease-fire Agreement shall be invalidated by the coming into effect of this Agreement. Notwithstanding the provisions of paragraph 1, the CMC shall continue for the purpose of performing the functions of the PMC until its members are appointed.

3. Marau Conflict

All issues relating to the ethnic and social conflict in the Marau area of Guadalcanal shall be discussed and negotiated by the Marau Eagle Force, the IFM, GPG and the SIG at a venue and on a date to be fixed by those parties within fourteen days after the execution of this Agreement.

4. Participants in Marau Negotiations

During the discussions and negotiations referred to in sub-clause 3 of this Part the parties thereto may invite such persons and organisations as observers, advisors or participants as they may decide.

5. Community Involvement

The Parties to this Agreement shall explain the terms of this Agreement to the people in their respective provinces as widely as possible with the view of allowing community support for the peace process.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date hereinbefore written:

SIGNED on behalf of the

MALAITA EAGLE FORCE

.....

ANDREW G.H. NORI

Spokesman & Chief Negotiator

Joint Operation

....

LESLIE KWAIGA

Deputy Chief Negotiator

Joint Operation

JEREMY RUA

Supreme Commander

Malaita Eagle Force

....

MALCOLM LAKE

Commander, Operations

Malaita Eagle Force

JIMMY (RASTA) LUSIBAEA

Field Commander

Malaita Eagle Force

.....

MANASEH MAELANGA

Senior Commander

Paramilitary

.....

LESLIE OFU

Commander, Operations

Paramilitary

.....

JAMES KILI

Field Commander, Paramilitary

.....

JEFFERY PASIO

Commander, Paramilitary

.....

ALEX BARTLETT

Secretary General

Joint Operation

SIGNED on behalf of the

ISATABU FREEDOM MOVEMENT

.....

TARCISIUS TARA KABUTAULAKA

Chief Negotiator/Chief Spokesman

.....

.....

FRANCIS ORODANI
Assistant Spokesman

JOSEPH SANGU
Supreme Commander
Isatabu Freedom Movement
(Western Region)

.....

ANDREW TEE
Supreme Commander
Isatabu Freedom Movement
(Eastern Region)

.....

GEORGE GRAY
Commander
Isatabu Freedom Movement
(Western Region)

.....

CHARLES VANGERE
Supreme Commander
Isatabu Freedom Movement
(Western Region)

.....

FRANCIS KENNEDY
Commander
Isatabu Freedom Movement
(Western Region)

.....

SELWYN SAKI
Supreme Commander
Isatabu Freedom Movement
(Eastern Region)

.....

PATRICK TUNA
Commander
Isatabu Freedom Movement
(Eastern Region)

.....

JOHN GEREA
Isatabu Freedom Movement

(Eastern Region)

SIGNED on behalf of the

MALAITA PROVINCIAL GOVERNMENT

.....

HON. DAVID OETA

Premier

Malaita Province

SIGNED on behalf of the

GUADALCANAL PROVINCIAL GOVERNMENT

.....

RT. HON. EZEKIEL ALEBUA

Premier

Guadalcanal Province

SIGNED on behalf of the

SOLOMON ISLANDS GOVERNMENT

.....

HON. ALLAN KEMAKEZA

Deputy Prime Minister & Minister For National Unity, Reconciliation & Peace

.....

HON. WILLIAM HAOMAE

Minister for Police & Justice

WITNESSETH BY

Sir Peter Kenilorea .....

Paul Tovua .....

Archbishop E. Pogo .....

Hon. Mark Kemakeza .....

Hon. Reuben Lilo .....

Hon. Francis Taupongi .....

Hon. Jacob Pitu .....

Hon. Daniel Nahusu .....

Hon. Jackson Kiloe .....

Hon. Ronald Fugui .....

Annexure I

Terms of Reference of the Peace Monitoring Council

The duties and responsibilities of the PMC shall be as follows:

(a) to ensure that the AOI's and the bunkers, road blocks, arms, serving personnel are removed within the period specified in this Agreement,

(b) to observe the conduct of IFM and MEF soldiers and to report on any acts of breaches to the parties hereto.

(c) to advise, counsel and remind IFM and MEF soldiers of the need to observe and abide by the terms of this Agreement.

(d) to liase on a regular basis between IFM, MEF and SIG on any matter that may hinder the enforcement of this Agreement and to remove that matter.

(e) to request assistance from local or foreign persons as it considers necessary/appropriate for the effective enforcement of this Agreement, provided that

where such assistance is sought, the parties hereto shall agree to such person.

(f) to ensure that breaches of the terms of this Agreement are reported to the parties hereto and that remedial action is taken immediately to address such breaches.

(g) to observe and advise ex-combatants of IFM and MEF and the public at large not to wear military uniforms or any clothes of similar kind within Honiara, Guadalcanal and Malaita provinces.

(h) where ex-combatants of IFM and MEF do not comply with the requirement of paragraph (g), the clothes and materials involved therein shall be confiscated.

(i) Paragraph (g) and (h) do not apply to police personnel, and such other officers as prescribed by law.

(j) To report to the parties and to the public regularly on the conduct and activities of the Council

Annexure II

International Peace Monitoring Team, Solomon Islands

Mandate and Terms of Reference for International Peace Monitors

Preamble

Whereas armed conflict has taken place within the Solomon Islands and the parties desire to pursue negotiated outcomes to resolve

their differences. And whereas the parties wish to re-build community infrastructure, replace loss and damaged property, develop constitutional and administrative changes and enable humanitarian assistance and health, education and welfare services to be delivered to the people in a safe environment And whereas the parties acknowledge that

Conduct of Peace Negotiations

1. The parties hereby agree that they renounce violence and intimidation and will henceforth address their differences through negotiations and develop co-operative processes to fulfill the needs of their communities

International Peace Monitors

2. It is hereby agreed by the parties that there be established a neutral and impartial International Peace Monitoring Team stationed and performing its tasks within Honiara, Guadalcanal and Malaita and that the Team may be composed of unarmed military personnel and civilian police experienced in peace monitoring assisted by such civilians as might be necessary or expedient to assist in the discharge of their functions.

3. The terms of reference for the International Peace Monitoring Team are to:-

(a) Monitor, observe and report on acts that constitute crimes and breaches of human rights.

(b) Identify and report on resources required by the

(c) Assess the needs to re-establish the rule of law.

(d) conduct police training and advice on related organisation and human resource matters.

(e) Maintain safe custody and inventory of arms howsoever surrendered or returned to the government from the date hereof [until Parliament or all the parties hereto otherwise direct.] The places of custody, terms of access and security arrangements shall be at the sole discretion of the commanding officer or chairman of the International Peace Monitoring Team.

(f) Report objectively to all the parties hereto, to the Peace Monitoring Council, to participating or sponsoring States and to the public at least every 14 days on the incidents, progress and developments in policing, law and order, restoration of justice and resolving ethnic tension.

4. The International Peace Monitoring Team is hereby authorised to carry out its tasks as soon as practical after the signing of this agreement and shall continue that function for no less than two years unless all the parties hereto otherwise agree.

The parties hereby request the government of the Solomon Islands forthwith to advise Australia, New Zealand and the United Nations of these presents and to encourage regional nations to participate and assist in the implementation of this peace agreement.